## CITY OF STURGEON BAY FINANCE/PURCHASING & BUILDING COMMITTEE TUESDAY, DECEMBER 8, 2020

# Council Chambers, City Hall - 421 Michigan Street 4:00pm

- 1. Roll call.
- 2. Adoption of agenda.
- 3. Public comment on agenda items and other issues related to finance & purchasing.
- 4. Consideration of: Second Amendment to the Development Agreement between the City of Sturgeon Bay and the Sturgeon Bay Historical Society RE: Granary.
- 5. Consideration of: Memo of Understanding between the City and Bay Shipbuilding/Fincantieri Re: Beautification of 3<sup>rd</sup> Avenue
- 6. Review bills.
- 7. Adjourn.

NOTE: DEVIATION FROM THE AGENDA ORDER SHOWN MAY OCCUR.

Notice is hereby given that a majority of the City Committees may be present at this meeting to gather information about a subject over which they have decision-making responsibility. If a quorum of a Committee, does attend, this may constitute a meeting of the aforementioned Committee and is noticed as such, although no formal action will be taken at this meeting.

Posted:

Date: 12/4/20

Time: 3:20 pm

By: TM

Finance/Purchasing & Building Committee Members:

Helen Bacon, Chair

Seth Wiederanders, Vice Chair

Dan Williams



City of Sturgeon Bay 421 Michigan Street Sturgeon Bay, WI 54235 jvanlieshout@sturgeonbaywi.org

920-746-6905 (Voice) 920-746-2905 (Fax)

#### Memorandum

To:

**Finance Committee** 

From: Josh Van Lieshout, Administrator

Re:

Agenda Items

Date:

December 4, 2020

Item: Consideration of: Second Amendment to the Development Agreement Between the City and the Sturgeon Bay Historical Society RE: Granary

**Discussion:** Attached to this memo is a review, provided by City Attorney Jim Kalny, of the proposed draft second amendment to the Development Agreement. This draft has been shared with and reviewed by SBHSF's counsel and appears to be acceptable. Attorney Kalny will be joining the Finance Committee by Zoom.

Recommendation: To recommend approval to the Common Council. If the Committee chooses to approve the amendments, then it would be placed on the December 15, 2020 Common Council meeting agenda.

Item: Consideration of: Memo of Understanding between the City and Bay Shipbuilding/Fincantieri Re: Beautification of 3rd Avenue

Discussion: During the review and permitting process of the recent Fincantieri/Bay Ship (FBS) expansion plans, a condition was imposed by the Zoning Board of Appeals, and later a similar condition by the Plan Commission as part of a rezoning. The conditions imposed require FBS to complete a beatification plan incorporating FBS's 3<sup>rd</sup> Avenue frontage through a cooperative effort with the City of Sturgeon Bay. During the formulation of the 2021 Budget, the Common Council budgeted funds to participate in development of this plan for the 3<sup>rd</sup> Avenue Corridor.

As a result of these actions, staff met with representatives of FBS and agreed that a memorandum of understanding between the City and FBS would be an appropriate means to provide a framework for the plan, planning process and City participation. This MOU sets the framework for the project and the City's relationship and investment.

Recommendation: To recommend approval to the Common Council. This item would be placed on the December 15, 2020 Common Council agenda.



## **MEMORANDUM**

To:

Mr. Josh Van Lieshout

From:

James M. Kalny

Date:

December 4, 2020

Subject:

Second Amendment to Development Agreement (Tewels/Brandeis)

## Second Amendment to the Development Agreement Regarding the Renovation of the Tewels and Brandeis Gran Elevator (Granary)

## INTRODUCTION

This Granary project has changed considerably since its inception in early 2019. Originally the project was to be a restoration and repair project placing the repaired shell of the Granary at its original site for use as a shelter to be owned and maintained by the City. While from the beginning the SBHS expressed the intention to eventually improve the Granary into a more functional event center; the initial development agreement proposed a modest project compared to what is presented now.

As this project evolved and due to Ordinary High Water Mark (OHWM) regulation, the Granary project required several agreements to facilitate the development. This report is not an exhaustive recounting of each and every provision of those agreements; those agreements were individually considered and adopted by the council and are too involved and voluminous to review with significant detail. The intent of this report is to provide the context for the Second Amendment of the original Development Agreement (Agreement) to illustrate why this amendment is necessary and what it needed to address.

### **BACKGROUND:**

## **Development Agreement**

In March of 2019, the Common Council approved an agreement with the Sturgeon Bay Historical Society (SBHS) providing for the relocation and restoration of the Granary at its original location on the City's west side waterfront (Agreement). Initially, the Agreement provided that the SBHS would undertake repair and restoration of the Granary, and upon completion turn the structure over to the City, at no cost to the City.

At the time of initial approval of the Agreement, the Granary was not at its original site, so the Agreement provided for moving the Granary back to a temporary placement at the west side waterfront site to eventually place it on its original location. The area that was intended to be the location of the temporary placement of the Granary, the original location of the Granary and a construction area and temporary access area (consisting of approximately 30' around the original Granary footprint) was identified as the "Project Site". The Agreement provided for a staged site plan submission to the Property Committee to demonstrate the Granary could be safely placed on the Project Site pending final placement.

In early 2019, the Project Site was determined to be below the OHWM. Consequently, while the City holds riparian rights to the site, the State of Wisconsin holds the property in public trust and the Project Site can only be used for certain maritime related purposes. Also, a submerged land lease from the Board of Commissioners of Public Lands (BCPL) is required to permit use of trust property. The process for obtaining a submerged lands lease includes review and input from the Wisconsin Department of Natural Recourses (DNR). The Agreement acknowledged the need to obtain the submerged land lease to enable the City to lease the Project Site and then a sublease of the Project Site to the SBHS to allow the SBHS to occupy the site to place and renovate the Granary before conveying the Granary to the City.

The Project Site and surrounding areas are also subject to a remediation plan of the DNR. The Agreement charges the SBHS to address remediation concerns within the Project Site.

To insure the financial ability to complete the project the Agreement includes written assurance from the Door County Community Foundation that a minimum of \$1,250,000 has been pledged to the project and that \$130,000 is in escrow that can be used by the City to remove the Granary if the renovation is not timely completed or the Agreement otherwise materially breached. If the escrowed funds were not used to remove the Granary those would be given to the City to be used to offset maintenance costs.

With regard to construction activities, the Agreement provided SBHS early access to assess site feasibility, construction access, inspection access and plan submission and approval provisions. Required insurance and indemnification obligations for SBHS as well as project inspection and code compliance reviews were also addressed.

Upon completion of the restoration the Agreement provided for the conveyance of the Granary to the City.

## **Development Progress and First Amendment**

The SBHS went to the Finance Committee and presented it's staging plan on June 21, 2019. On June 24 the Granary was returned to the Project Site. The SBHS made some repairs and improvements to the exterior of the structure and did a thorough cleaning of the interior of the structure, and City staff began the process of obtaining a submerged land lease working with the SBHS on necessary submissions to the DNR and attempting to schedule meeting and negotiation sessions with the BCPL.

In early 2020, the parties considered the possibility that the SBHS maintain ownership of the Granary. The SBHS stated that they would like to install plumbing improvements for a catering kitchen and restroom facilities and would otherwise renovate the facility beyond repair and restoration in a manner to increase the utility of the Granary. The parties negotiated and agreed to amend the developer's agreement.

The First Amendment altered the Agreement to permit the Granary to remain in SBHS ownership. The transfer provisions were removed, and the escrow provisions and lease provision modified to reflect the continued ownership. A new plan was adopted providing the following minimum scope of the project:

- Restore existing piles and construct new pile caps, foundations and floor slab.
- Restored ground floor columns and any necessary additional shear walls and structural supports.
- Reposition upper floors of the Granary on supporting structure noted above.
- New one-story addition, including public entry, coat check, catering kitchen, mechanical equipment, storage, and restroom(s) to include one restroom that is accessible from the exterior without the need to pass through the other interior spaces.
- New windows, doors, lighting, electrical, plumbing, HVAC and Interior finishes as necessary for public access and use of the renovated ground floor space.
- New and/or renovated roofing and cladding for the entire existing building and new addition.
- New windows on the upper level to replace missing existing windows.

• Entry ramp(s) and landscaping in the immediate vicinity of the Granary.

As the Agreement was being negotiated the City initiated the promenade project and the Agreement was generally amended to reference the need of the parties to cooperate regarding that project.

The Agreement was amended to permit SBHS to operate the Granary, including allowing private parties to use the Granary so long as no profit was realized, and provided the property was used in a manner consistent with the Public Purpose Doctrine. SBHS is to maintain the Granary and surrounding property. The City agreed to undertake the cost of extension of water to the facility in exchange for the public bathroom which was to be constructed at SBHS cost. The parties also agreed to cooperate regarding the environmental remediation.

## The Master Lease, Promenade Project and Sublease

While staff was pursuing the submerged land lease for the Project Site, the BCPL became aware of the City's desire to develop the remaining property below the OHWM on the west side riverfront, including the promenade project. Rather that negotiate and enter into two submerged land leases, the BCLP encouraged the City to enter into a submerged land lease incorporating all those portions of property below the OHWM in one master lease. The City amended the submission to the DNR expanding the property needed for the Granary project and including and referencing the Promenade Project and Sarter Marine. The BCPL and City staff reached agreement in August and the Master Lease we executed in late September. The rent was set by the Master lease at \$200.00 per year over a 50-year term, the BCPL reserving the right to increase rent depending on revenues generated and received by the City from operations on lease property.

Having obtained the Master Lease, pursuant to the Agreement the parties met and negotiated a sublease. The sublease leased the ground under the Granary to SBHS for a period matching the Master Lease. The rent, the amount due under the Master Lease. The sublease also provides the SBHS with 4 easements:

- A construction easement including temporary construction ingress to facilitate construction activities.
- A maintenance easement for properties immediately surrounding the Granary. This easement allows the SBHS to make certain improvements and requires them to maintain the site.
- An access easement assuring access to the Granary site. This easement may be moved by the City to accommodate future development.

• A fire access easement required for fire prevention purposes. The SBHS has to level and may further improve the site. If the fire easement becomes the sole access to the Granary site, and is used for other development, the City will reimburse the SBHS the cost of the improvements to the fire easement.

There are damage and insurance indemnification provisions pertaining to the easements, as well as general maintenance provisions and default and hold over language.

As the sublease was created after most of the planning for the Promenade Project was completed, the easements take into consideration the existence of that project. The easements and footprint anticipated by the sublease are different from the original Project Site in the Agreement.

As mentioned when the sublease was approved, upon the finalization of the promenade plans including construction and utility provisions and final concept plans of the SBHS, another amendment to the agreement to tie up loose ends would be presented at a later date.

### The Second Amendment

The Second Amendment to the Agreement is intended to tie up the loose ends and provide a sound basis for the project to continue. The Second Amendment makes the following changes:

- 1. Exhibit F is substituted for the original site plan exhibit. This plan includes the references in the sublease and takes into consideration the property needed for the promenade and the addition to the Granary.
- 2. The executed sublease is inserted in the Agreement instead of the form place holder.
- 3. The final site for purposes of development and remediation responsibilities is redefined to the subleased premises (the Granary footprint) and the maintenance and fire access easement as defined in the sublease. This redefining was due in part to the to the proximity of the promenade to the Granary and to consistently reference the terms used in the sublease.
- 4. A new Exhibit E is substituted setting the minimum project scope as follows:
  - Install new piles and new concrete pile caps, grade beams and structural floor slab for Granary to be returned to its original location, and to support the new Granary Addition immediately adjacent.
  - Install restored ground floor columns and any necessary additional shear walls and structural supports.
  - Reposition upper floors of the Granary on supporting structure noted above.

- New one story Addition, including public entry, prep kitchen, mechanical equipment, storage, and two restroom(s) including one restroom that is accessible to the public from the exterior.
- New windows, doors, lighting, electrical, plumbing, HVAC, sprinkler system and interior finishes as necessary for public access and use of the renovated Granary and Addition.
- New polished concrete finished floor slab in Granary and Addition, with hydronic radiant in-floor heating. Addition to be year-round use, Granary Ground Floor to be 3-season use, and Granary upper levels to be unheated.
- New and/or renovated roofing and cladding for the entire existing building and new addition.
- New windows on the upper level to replace missing existing windows.
- Entry ramp(s) and landscaping within the Maintenance Easement of the Granary.
- Rain gardens to collect runoff from Granary perimeter drainage strip and Addition roof drains.
- Fire Access Easement along the south edge of the Maintenance Easement, to accommodate emergency vehicles.

The Exhibit E includes a Schematic Site Plan, Floor Plan and Schematic Renderings with the following caveat:

Note that drawings are in process, and may change as code compliance, details and pricing are confirmed. Renderings include some expanded scope areas such as stairs, mezzanines, and additional windows intended to allow the public to access the Granary upper levels, to view the interior spaces, structure and mechanical These additional conditions are planned for but are not included in the minimum scope described above.

- 5. Provides for the review of all final plans in accord with state, federal and local law for this project and allows for similar review if there are any further improvements.
- 6. Inserts reference to the Fire Access Easement into the Agreement to address reimbursement for improvement cost if that access is later used as a public access serving other development.

- 7. Provides for cooperation with the Parks Department during operation of the Granary.
- 8. Limits the use of the property to non-profit use subject to the Public Purpose Doctrine.
- 9. Addresses maintenance issues in Granary, the Fire and Access easement areas.
- 10. Requires the City to contract for and provide sewer and water services to the Granary at its cost except that the City will be reimbursed for the cost of the sprinkler lateral that shall be reimbursed by the SBHS.

The Second Amendment amends the Agreement to incorporate the changes to the project that have occurred over the last year as the project evolved and was impacted by the proximate City development of the west side waterfront. In so doing, it also encompasses the updated plans for the project and facilitates clearer interpretation of the all the agreements required for this project. For clarity and consistency in administering this project and to establish the minimum project scope, my office recommends adoption of the Amendment.

Respectfully Submitted,

Davis & Kuelthau, sc

James M. Kalny City Attorney

JMK:bh

## SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment") is made as of the 20th day of October, 2020, between The CITY OF STURGEON BAY (the "City") and STURGEON BAY HISTORICAL SOCIETY ("SBHS"). The City and SBHS may be individually referred to as "Party" and collectively referred to as "Parties".

### RECITALS

- A. The City has title to a parcel of real property legally described on the attached Exhibit A (the "Property").
- B. Included within the legal description of the Property is land that lies below the ordinary high water mark of the waters of the State of Wisconsin and, therefore, irrespective of its legal description and any riparian rights held by the City, is owned by and subject to the jurisdiction of the State of Wisconsin.
- C. The Property on which the Granary is to be located is in part below the ordinary high water mark of Lake Michigan and has become subject to the terms and conditions of a Lakebed Lease between the State of Wisconsin as lessor and the City as lessee, effective as of October 20, 2020.
- D. SBHS owns a structure known as the Teweles and Brandeis Grain Elevator (the "<u>Granary</u>"), which is officially listed on the Wisconsin Registry of Historic Places and on the National Registry of Historic Places and was formerly located upon the existing pilings on the Property.
- E. On July 22, 2019, the City approved a Development Agreement, by which the Parties set forth the terms by which SBHS would restore the Granary, as defined therein, on the Property. On March 16, 2020, the City approved a First Amendment to Development Agreement which modified certain terms and exhibits of the Development Agreement. The Development Agreement, as amended by the First Amendment to Development Agreement, is referred to herein as the "Agreement". Capitalized terms used in this Second Amendment shall have the meaning given to them in the Agreement, except as otherwise defined in this Second Amendment.
- F. SBHS desires to repair and restore the foundation and structural integrity of the Granary and make the first floor of the Granary comply with applicable codes for public use, including the addition of two bathrooms and catering kitchen facilities. Such required repair, restoration and additions, together with the restoration of the Granary to its former location as are more particularly described in the attached amended Exhibit E (the "<u>Project</u>").

- H. SBHS shall retain ownership of the Granary after the Project is completed and shall lease from the City that portion of the Property described in a sublease under the Lakebed Lease, a copy of which is attached hereto as amended Exhibit L (the "Sublease"), approved by the City on October 6, 2020.
- J. The Remediation Plan previously approved by WDNR in connection with BRRTS File Nos. 03-15-000659, 920150544253 and 950150559637 has expired, but the Property remains an active remediation site. SBHS shall prepare a new remediation plan that covers the subleased Premises, Maintenance Easement and Fire Access Easement, all as described and depicted in the attached amended Exhibit L, and shall cooperate with the City in obtaining WDNR approval, and implement the new remediation plan as part of the Project ("Granary Remediation Plan").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

- 1. <u>Incorporation of Agreement</u>. The Agreement is hereby incorporated into this Second Amendment in its entirety, except to the extent modified by this Second Amendment. Reference to "this Second Amendment" shall include the Agreement as modified.
- 2. <u>Recitals Part of Amendment</u>. The recitals above are true and are an integral part of this Second Amendment on which the Parties are relying in entering into this Second Amendment.
- 3. <u>Identification of Project Site</u>. The Project Site, as that term is used in the Agreement, shall mean the Construction Easement and Temporary Construction/Access Easement depicted on the attached amended Exhibit F.
- 4. <u>Modifications and Deletions of Sections of Agreement</u>. The provisions corresponding to the section numbers referred to below shall be replaced with the provisions set forth below:
  - (a) Section 1(b). Lakebed Sublease is amended as follows:

The Parties have entered into a Lakebed Sublease effective October 6, 2020, which replaces Exhibit L to the Agreement. Among other things, the Lakebed Sublease provides for Maintenance and Fire Access Easements as depicted in second amended Exhibit E, attached hereto, which supersede the term "Final Site" as used in this Agreement.

(b) Section 1(e). <u>Plans</u> is amended as follows:

SBHS shall have submitted plans (the "Plans") for the minimum restoration and additions described in second amended Exhibit E showing that the Project will conform to all applicable federal, state and local laws, including the International Existing Building Code, aesthetic review under Section 20.43 of the City Code of Ordinances, and the Granary Remediation Plan

(collectively, "Codes") aThe Plans shall include provisions for the landscaping or ground cover of the Maintenance Easement. Provided that such Plans are compliant with the Codes, the City shall review and act on the Plans within thirty (30) days of submittal. Nothing in this Agreement shall preclude SBHS from undertaking work on the Granary in addition to the Project requirements, upon obtaining all required permits and approvals and in conformity with all applicable Codes. SBHS may submit proposed revisions to the approved Plans to enhance the achievement of the objectives of this Agreement and improve and refine previously approved Plans. Revised Plans that comply with the Codes shall be approved within thirty (30) days of submittal.

## (c) New subsection 1(q) is created as follows:

(d) <u>Fire Access Easement</u>. SBHS shall grade and surface the Fire Access Easement depicted in second amended Exhibit E as required by the Granary Remediation Plan and Fire Code If the Fire Access Easement becomes Lessee's sole vehicular access and the Lessor extends the access to serve other portions of the Property, Lessor shall reimburse the Lessee for its actual costs incurred in improving the Fire Access pursuant.

## (d) Section 5. Operation of Granary is amended as follows:

- (a) <u>Maintenance and Operation</u>. Throughout the Sublease term, SBHS shall operate the Granary in accordance with the terms of the Sublease and in the manner described in the Plan of Operation set forth in amended Exhibit D to the Agreement. During the term of the Sublease, SBHS shall meet and coordinate activities with the City Park and Recreation Board to facilitate cooperative and consistent use of the Granary and surrounding park facilities.
- (b) <u>Private Use</u>. SBHS may rent the Granary to private parties or otherwise allow private parties to use the Granary, provided no profit is made from that transaction and the rental or use is otherwise in a manner consistent with the Public Purpose Doctrine. In any event, rental shall not be the primary or dominant use of the Granary.
- (c) <u>Structure and Area Maintenance</u>. SBHS shall keep the Maintenance Easement and Granary, including the public restrooms, in a neat and orderly manner and repair throughout the lease term. SBHS shall not have any plowing, salting, maintenance, repair or upkeep responsibilities with respect to the General Access Easement or Fire Access Easement, except in the latter case as may be required by the Granary Remediation Plan or Fire Code.
- (d) Section 1(p), Extension of Utilities, shall be amended as follows:

The City shall be responsible for the construction of sewer and domestic water supply laterals extended to the subleased Premises, at the City's cost. The City shall also construct a sprinkler lateral to serve the Premises, the cost of which shall be reimbursed by SBHS. After extension and connection, SBHS shall be responsible for adequate maintenance of the laterals as may be required during the term of the Sublease and any extensions thereof, at SBHS's cost.

- 5. <u>Reaffirmation of Representations and Warranties</u>. Each of the Parties hereby represents and warrants to the other that the representations and warranties made by such Party in the Agreement remain true in all material respects.
- 6. <u>Due Authority</u>. Each person signing this Agreement represents to the other that each person signing this Amendment on such Party's behalf has been authorized by all necessary action to execute and deliver this Amendment and to bind such Party to its terms.
- 7. <u>No Course of Dealing; Correction of Errors</u>. In entering into this Second Amendment, no course of dealing is created. Neither Party shall be obligated to enter into any further amendments to this Agreement, except to correct obvious errors in the Agreement, which shall be corrected promptly upon request of either of the Parties.
- 8. <u>Entire Agreement</u>. The Agreement as modified by this Second Amendment, constitutes the entire agreement between the Parties regarding the subject matter hereof.
- 9. <u>Counterparts</u>. This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

[Signature pages and amended exhibits follow.]

IN WITNESS WHEREOF, the Parties have entered into this Second Amendment to Development Agreement effective the day and year first written above.

## CITY OF STURGEON BAY

	By:	Pavid J. Ward, Mayor
В	3y:	tephanie Reinhardt, Clerk
	ACK	NOWLEDGMENT
Ward, the mayor of the City	of Sturgeor	day of, 2020, the above-named David J.  n Bay, to me known to be the mayor of that city and the ument and acknowledged the same as the act of that city
by its authority.  STATE OF WISCONSIN  COUNTY OF DOOR	: : SS.	*Notary Public, State of Wisconsin My Commission:
Reinhardt, the clerk of the C	ity of Sturge	day of, 2020, the above-named Stephanie eon Bay, to me known to be the clerk of that city and the ument and acknowledged the same as the act of that city
		*
STATE OF WISCONSIN COUNTY OF DOOR:	: : SS.	

## STURGEON BAY HISTORICAL SOCIETY FOUNDATION, INC.

	By: Ch	nristie Weber, President
	ACKI	NOWLEDGMENT
STATE OF WISCONSIN	:	
COUNTY OF DOOR	: SS. :	
Weber, as President of the stock corporation, to me know	Sturgeon Bay own to be the P	day of, 2020, the above-named Christic Historical Society Foundation, Inc., a Wisconsin non-resident of that corporation and the person who executed the same as the act of that corporation by its authority
		*Notary Public, State of Wisconsin My Commission:

# AMENDED EXHIBIT E MINIMUM BUILDOUT, SITE PLANS AND RENDERINGS OF PROJECT

www.ladallman.com

MILWAUKEE PO Box 510076 Milwaukee, WI 53203-0021 USA t: 414.687.7038

## LA DALLMAN

October 13, 2020

## **EXHIBIT E**

## TEWELES and BRANDEIS GRANARY: SUMMARY MINIMUM PROJECT SCOPE

Following is a summary of minimum project scope planned for the Teweles and Brandeis Granary Project. See additional images attached for clarification.

- -Install new piles and new concrete pile caps, grade beams and structural floor slab for Granary to be returned to its original location, and to support the new Granary Addition immediately adjacent.
- -Install restored ground floor columns and any necessary additional shear walls and structural supports.
- -Reposition upper floors of the Granary on supporting structure noted above.
- -New one-story Addition, including public entry, prep kitchen, mechanical equipment, storage, and two restroom(s) including one restroom that is accessible to the public from the exterior.
- -New windows, doors, lighting, electrical, plumbing, HVAC, sprinkler system and interior finishes as necessary for public access and use of the renovated Granary and Addition.
- -New polished concrete finished floor slab in Granary and Addition, with hydronic radiant in-floor heating. Addition to be year-round use, Granary Ground Floor to be 3-season use, and Granary upper levels to be unheated.
- -New and/or renovated roofing and cladding for the entire existing building and new addition.
- -New windows on the upper level to replace missing existing windows.
- -Entry ramp(s) and landscaping within the Maintenance Easement of the Granary.
- -Rain gardens to collect runoff from Granary perimeter drainage strip and Addition roof drains.
- -Fire Access Easement along the south edge of the Maintenance Easement, to accommodate emergency vehicles.

## See attached drawings for reference:

- -Exhibit E1: Schematic Site Plan
- -Exhibit E2: Schematic Floor Plan
- -Exhibit E3: Schematic Renderings

Note that drawings are in process, and may change as code compliance, details and pricing are confirmed. Renderings include some expanded scope areas such as stairs, mezzanines, and additional windows intended to allow the public to access the Granary upper levels, to view the interior spaces, structure and mechanical systems. These additional conditions are planned for but are not included in the minimum scope described above.

Respectfully Submitted, James Dallman AIA LA DALLMAN Architects Inc.



Exhibit E1: Schematic Site Plan



Exhibit E2: Schematic Floor Plan



Exhibit E3: Schematic Renderings - Exterior Looking North



Interior Looking Northeast



Interior Looking Northeast with windows open

## AMENDED EXHIBIT F CONSTRUCTION SITE PLAN

## TEWELES AND BRANDEIS GRANARY

**ЗТИКСЕОИ ВАҮ, WISCONSIN** 

SITE PLAN WITH WATER FRONT PROMENADE

## AMENDED EXHIBIT L LAKEBED SUBLEASE

### MEMORANDUM OF UNDERSTANDING

#### 1. PARTIES

This Memorandum of Understanding ("MOU") is made on November 20, 2020 (the "Effective Date") between:

**Fincantieri Marine Group, d/b/a Fincantieri Bay Shipbuilding**, with a principal place of business located at 605 North Third Avenue, Sturgeon Bay, Wisconsin 54235 (hereinafter referred to as "**FBS**"), and

**The City of Sturgeon Bay**, with a principal place of business located at 421 Michigan Street, Sturgeon Bay, Wisconsin 54235 (hereinafter referred to as "the City").

For purposes of this MOU, FBS and the City shall individually be referred to as a "Party" and collectively as the "Parties".

### 2. BACKGROUND

FBS is expanding its production facilities with modifications and additions of buildings in its shipyard. As part of this process, FBS is required to provide and implement a beautification plan (the "Plan") for portions of those properties re-zoned from Central Business District (C-2) to Heavy Industrial (I-2) on November 3, 2020 in the City's right-of-way adjacent to Third Avenue south of Iowa Street. FBS may choose to expand the Plan to other areas of its properties to continue the aesthetic improvements and community education of the City's shipbuilding history.

#### 3. OBLIGATIONS

FBS shall provide the City with the Plan, including the specific areas to be affected, anticipated improvements to be made, and an estimated schedule for each improvement. FBS will seek input from the City as part of its Plan, as well as from the community through various means, which may include public workshops and digital surveys. FBS shall comply with all current City ordinances and any applicable laws and regulations from other organizations.

## 4. EXPENSES

The costs of the Plan shall be borne solely by FBS. It is understood that the City intends to invest its own funds in relation to the Plan, but the intent of such an investment is to extend beautification to areas outside of the Plan.

#### 5. ENGINEERING & PLANNING

FBS intends to seek the assistance of an outside company in preparing to execute the Plan (a "Consultant"). FBS shall solely decide who it shall contract with as its Consultant. Regardless of the Consultant used, the Parties acknowledge that the City has previously worked with numerous companies on unrelated projects which FBS may hire as its Consultant, and for the Plan, the Consultant shall report directly to FBS and any input from the City shall be provided directly to FBS and not to the Consultant.

### 6. CONFIDENTIALITY

FBS is aware that the City is bound by Wisconsin Open Records Laws. In light of that, FBS intends to limit any "Confidential Information" that it may share with the City, which would include information, whether in writing, orally or by observation, and whether or not marked as confidential, that contains proprietary technical, financial or other competitive-sensitive information. In the event that the City or its employees become privy to Confidential Information from FBS, it is understood that the City and affected employees shall maintain the confidentiality as much as legally possible.

### 7. TERM

This MOU, unless extended by the Parties in writing, shall terminate one (1) year from the Effective Date, provided, however, that either Party may terminate this MOU before that date by providing fifteen (15) calendar days written notice to the other Party. The obligations of the Parties set forth in this MOU shall survive the expiration or termination of this MOU.

### 8. GOVERNING LAW

This MOU shall be governed by and interpreted in accordance with the laws of the State of Wisconsin. Each Party irrevocably consents to the exclusive jurisdiction of the Circuit Court of Door County, Wisconsin.

## 9. AMENDMENT; ASSIGNMENT

This MOU contains the entire understanding between the Parties and supersedes all prior and contemporaneous communications between the Parties with respect to the Plan. No change to this MOU shall be binding unless in writing and signed by an authorized representative of each Party. Neither Party shall assign or transfer any of its rights or obligations under this MOU without the prior written consent of the other Party.

Fincantieri Marine Group d/b/a Fincantieri Bay Shipbuilding	City of Sturgeon Bay	
Name:	Name:	
Title:	Title:	
Signature:	Signature:	

DATE: 12/04/1920 TIME: 13:19:53 ID: AP443STO.WOW

## CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

PAGE: 1

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## INVOICES DUE ON/BEFORE 12/15/2020

	or # NAI		ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
AL FUND						
GENERAL FU	ND					
LIABI	LITIES					
15890	PA	CK AND SHIP PLUS	SHIPPING FOOD SHARE MACHINE	01-000-000-21595	11.37	
			TO	FAL LIABILITIES		11.
BALLI	FIELD LI	GHTING				
WPPI	ENG WP	PI ENERGY	ATHLETIC FLD LIGHT PROJECT	01-000-981-70000	1,365.39	
						1 265
			TO	TAL BALLFIELD LIGHTING		1,365.
						1 276
			TO	TAL GENERAL FUND		1,376
CITY COUNC	CIL					
23830	n wc	DLTER ENGRAVING	NAME PLATE/STATZ	01-105-000-54999	12.25	
2505	,					
			TO	TAL		12
			то	TAL CITY COUNCIL		12
LAW/LEGAL						
0395	) DA	AVIS KUELTHAU	09/20 GENERAL LEGAL MATTERS		2,990.00	
1655	5 PI	INKERT LAW FIRM, LLP	09/20 LITIGATION MATTERS	01-110-000-55010	67.50	
1655	5		10/20 TRAFFIC MATTERS	01-110-000-55010	855.00	
1655	5		NUISANCE PROP/E HORNER	01-110-000-55010	45.00	
1655			NUISANCE PROP-E HORNER	01-110-000-55010	1,163.00 630.00	
1655	5		09/20 TREE REMOVAL/L TOMERLIN	E 01-110-000-22010	630.00	
			тс	TAL		5,750
			TC	TAL LAW/LEGAL		5,750
CITY CLER	K-TREASU	URER				
R000	0394 SI	AFEGUARD BUSINESS SYSTEMS	2020 W-2	01-115-000-51600	78.86	
R000	0394		250 W-2 ENVELOPES	01-115-000-51600	98.05	
R000	0394		2020 1099 NEC/ENVELOPES	01-115-000-51600	81.94	
R000	0394		SHIPPING	01-115-000-51600	24.78	
USBA	NK U	S BANK	GFOA CLASS REGISTRATN/CLARIZI	0 01-115-000-55600	100.00	
			TC	TAL		383
			т	OTAL CITY CLERK-TREASURE	3	383
COMPUTER			DY LIDEROUSE VOLUME /CT TOW	01_125_000_55550	32.99	
	NK II	S BANK	BLUETOOTH MOUSE/CLERK	01-125-000-55550	32.99	
USBA						
USBA			T	DTAL		32
USBA			T	DTAL		32
	ID-19		ZOOM	OTAL 01-125-401-55550	63.99	32

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DEPARTMENT SUMMARY REPORT

CITY OF STURGEON BAY PAGE:

AMOUNT DUE

ID: AP443ST0.WOW INVOICES DUE ON/BEFORE 12/15/2020

> ACCOUNT # VENDOR # NAME TTEM DESCRIPTION

GENERAL FUND

COVID-19 COVID-19

> TOTAL COVID-19 63.99

TOTAL COMPUTER 96.98

CITY ASSESSOR

28.00 POSTAGE FOR REVAL 01-130-000-55010 ASSO APP ASSOCIATES APPRAISAL

5,111.15 ASSO APP 12/20 CONTRACT 01-130-000-55010

TOTAL 5,139.15

TOTAL CITY ASSESSOR 5,139.15

BUILDING/ZONING CODE ENFORCEMT

15,676.14 DOOR COUNTY INSPECTIONS, LLC 11/30 PERMITS 01-140-000-55010 DCI

15,676.14 TOTAL

TOTAL BUILDING/ZONING CODE ENFORCEMT 15,676.14

PUBLIC WORKS ADMINISTRATION

01-150-000-51950 51.92 22800 WALMART COMMUNITY ASSORTED OFFICE SUPLIES

TOTAL 51,92

TOTAL PUBLIC WORKS ADMINISTRATION 51.92

ELECTIONS DEPARTMENT

HILL BUILDING MAINTENANCE INC DEEP CLEANING BAYVIEW/JAYCEE 01-155-000-54999 765.00 08280 57.24 CLEANING SUPPLIES/MASK TAPE 01-155-000-54999 US BANK USBANK

01-155-000-54999 272.13 LUNCH/POLL WORKERS USBANK

TOTAL 1,094.37

TOTAL ELECTIONS DEPARTMENT 1,094.37

CITY HALL

01-160-000-56600 1,094,93 421 MICHIGAN STREET 23730 WPS 01-160-000-55300 480.45 USBANK US BANK BOTANICLEAN-COVID SPRAY USBANK SPRAYER/FOGGERS 01-160-000-55300 462.05 USBANK BULLETIN BOARD 01-160-000-54999 358.77 WARNER-WEXEL WHOLESALE & PAPER TOWELS/BOWL CLEANERS 01-160-000-51850 82.39 WARNER TRASH BAGS/BOWL CLEANER 01-160-000-51850 64.97 WARNER

2,543.56 TOTAL

> TOTAL CITY HALL 2,543.56

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DEPARTMENT SUMMARY REPORT

DATE: 12/04/1920 CITY OF STURGEON BAY PAGE:

INVOICES DUE ON/BEFORE 12/15/2020

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME \_\_\_\_\_\_ GENERAL FUND GENERAL EXPENDITURES 01-199-000-57000 3,400.00 MARC MARC ISAKSEN DESIGN LLC PRELIM DESIGN SOFTBALL FLD 3,400.00 TOTAL TOTAL GENERAL EXPENDITURES 3,400.00 POLICE DEPARTMENT 15.09 01-200-000-51950 22800 WALMART COMMUNITY ASSORTED SUPPLIES 49.04 USBANK US BANK ID CARD PRINTER RIBBON 01-200-000-51950 19.99 USBANK HANGING FILES 01-200-000-51950 ANTIVIRUS RENEWAL 01-200-000-55500 73.84 USBANK USBANK EXTERNAL HARDRIVE/CABLES 01-200-000-55500 57.47 01-200-000-51950 41.13 USBANK STYLUS/HOUGARRD TOTAL 256.56 TOTAL POLICE DEPARTMENT 256.56 POLICE DEPARTMENT/PATROL 02005 BAY ELECTRONICS, INC. EAR PIECE/A SCHMIDT 01-215-000-57550 30.00 01-215-000-58550 570.00 19368 STAGE COACH CAR WASH LLC 95 TOKENS @ 6.00 100.00 JENNA BRANDT BOOT REIMBURSE/J BRANDT 01-215-000-52900 BRANDT BOOT REIMBURSE/HAJNY 01-215-000-52900 100.00 YMLAH MHOL HAJNY 01-215-000-58600 220.80 JIM FORD JIM OLSON FORD-LINCOLN, LLC SOUAD 10 MAINTENANCE 230.27 01-215-000-58600 SOUAD 40 MAINTENANCE JIM FORD 713.52 01-215-000-58600 JIM FORD CSO VEHICLE MAINTENANCE 513.25 JIM FORD SQUAD 30 MAINTENANCE 01-215-000-58600 SQUAD 80 MAINTENANCE 01-215-000-58600 461.13 JIM FORD USBANK US BANK FUEL 01-215-000-51650 25.15 MEAL/CASE 20-010620 INVESTGATE 01-215-000-55600 9.09 USBANK MEAL/CASE 20-011059/HOUGAARD 8.23 01-215-000-55600 USBANK 141.00 TASER CARTRIDGE HOLSTERS 01-215-000-51050 USBANK TASER CARTRIDGE HOLSTERS 01-215-000-51050 70.50 USBANK 01-215-000-52900 385.32 3 STREAMLIGHT FLASHLIGHTS USBANK 01-215-000-52900 66.90 GOLD BADGE/HENRY USBANK 01-215-000-54999 20.00 USBANK MARRIAGE LIC/CJP CASE USBANK LAPTOP CASE/HOUGARRD 01-215-000-54999 42.19 3,707.35 TOTAL COVID-19 01-215-401-54999 591.18 MASKS USBANK US BANK 4 INDUSTRIAL LOCKERS 01-215-401-54999 2,555.55 USBANK TOTAL COVID-19 3,146.73 TOTAL POLICE DEPARTMENT/PATROL 6.854.08 POLICE DEPT. / INVESTIGATIONS

CITY OF STURGEON BAY PAGE:

DATE: 12/04/1920

DEPARTMENT SUMMARY REPORT TIME: 13:19:53 AP443ST0.WOW

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME

\_\_\_\_\_\_

INVOICES DUE ON/BEFORE 12/15/2020

GENERAL FUND

9,516.98 TOTAL TOTAL POLICE DEPT. / INVESTIGATIONS 9,516.98 FIRE DEPARTMENT 326.00 01-250-000-52900 UNIFORMS 16570 PIONEER FIRE COMPANY 47.15 01-250-000-55600 MILEAGE REIMB/MIKE SMITH 19303 MIKE SMITH 116,24 01-250-000-56600 23730 656 S OXFORD AVE-WS FIRE 01-250-000-57550 867.27 AMPLITEL AMPLITEL TECHNOLOGIES, LLC WIRELESS ACCESS POINT PAUL CONWAY SHIELDS STRUCTURE BOOTS/NEW HIRE 01-250-000-52950 159.50 PAULCONW USBANK US BANK DYMO LABELS 01-250-000-51950 28.46 2020 DAILY PLANNER 01-250-000-51950 58.38 USBANK 01-250-000-58250 479.43 MONTHLY DATA USBANK EQUIPMENT REPLACEMENT 01-250-000-51350 399.99 USBANK ACTIVE 911 ANNL SUBSCRIPTION 01-250-000-56000 393.14 USBANK TOOL BUCKET REPLACEMENT 01-250-000-51350 66.24 USBANK 287.00 01-250-000-52950 USBANK STRUCTURE BOOTS 01-250-000-57550 145.11 USBANK RADIO MIC USBANK PURELL SANITIZING WIPES 01-250-000-52350 407.83 USBANK ASSORTED SUPPLIES 01-250-000-54999 73.09 USBANK LAUNDRY SOAP & SINK SET 01-250-000-54999 31.30 01-250-000-53000 257.69 USBANK DECAL/E6 TOTAL 4,143.82 COVID-19 01-250-401-52350 134.94 N95 MASKS USBANK US BANK 134.94 TOTAL COVID-19 4,278.76 TOTAL FIRE DEPARTMENT ROADWAYS/STREETS 189.39 4 TONS HOT MIX 01-400-000-52200 DOOR COUNTY TREASURER 04696 189.39 TOTAL 189.39 TOTAL ROADWAYS/STREETS STREET MACHINERY DOOR COUNTY COOPERATIVE/NAPA SUPPLIES 01-450-000-53000 47.90 04545 SUPPLIES 01-450-000-53000 19.16 04545 01-450-000-53000 47.90 04545 SUPPLIES 47.90 01-450-000-53000 SUPPLIES 01-450-000-53000 6.87 JIM FORD JIM OLSON FORD-LINCOLN, LLC OIL FILTERS SPARK PLUGS 01-450-000-53000 88.16 JIM FORD JIM FORD WIRE KIT 01-450-000-53000 141.82 FUEL 01-450-000-51650 45.11 USBANK US BANK

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INVOICES DUE ON/BEFORE 12/15/2020

VENDOR # NAME ITEM DESCRIPTION ACCOUNT # AMOUNT DUE GENERAL FUND 444.82 TOTAL STREET MACHINERY CITY GARAGE PARTS-WASHER SERVICE 01-460-000-58999 256.18 18950 SAFETY-KLEEN SYSTEMS, INC 835 N 14TH AVE-CITY GARAGE 01-460-000-56600 871.67 WPS 23730 1,127.85 TOTAL TOTAL CITY GARAGE 1,127,85 HIGHWAYS - GENERAL 07887 WALTER HANISKO SAFETY CLOTHING REIMB/HANISKO 01-499-000-56800 84.38 84.38 TOTAL TOTAL HIGHWAYS - GENERAL 84.38 PARK & RECREATION ADMIN BUBRICKS BUBRICK'S COMPLETE OFFICE, INC MARKERS/BINDER CLIPS 01-500-000-51950 28.21 01-500-000-57450 769.81 INFOSEND INFOSEND, INC OCT NEWSLETTER 01-500-000-57450 295.20 PULSE PENINSULA PULSE ADVERTISING TOTAL 1,093.22 1,093.22 TOTAL PARK & RECREATION ADMIN PARKS AND PLAYGROUNDS T R COCHART TIRE CENTER TIRE REPAIR/KUBOTA 01-510-000-51900 30.00 20725 22800 WALMART COMMUNITY ANTIFREEZE 01-510-000-54999 206.40 120.19 335 S 14TH AVE-MEM FLD 01-510-000-56600 23730 WPS SAFETY REIMBURSE/MACCOUX 01-510-000-56800 158.23 MACCOUX PHIL MACCOUX 01-510-000-56250 9.29 O'REILLY O'REILLY AUTO PARTS-FIRST CALL SPRAY ELECTRIC CLEANER 524.11 TOTAL TOTAL PARKS AND PLAYGROUNDS 524.11 MUNICIPAL DOCKS 23730 WPS 36 S NEENAH AVE RESTROOM 01-550-000-56600 23.54 23.54 TOTAL

TOTAL MUNICIPAL DOCKS

23.54

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INVOICES DUE ON/BEFORE 12/15/2020

ITEM DESCRIPTION ACCOUNT # AMOUNT DUE VENDOR # NAME 

GENERAL FUND COMMUNITY & ECONOMIC DEVLPMT

> 01-900-000-52800 101.98 2 11X17 PAPER 17700 QUILL CORPORATION 01-900-000-52800 20.49 17700 1 #10 ENVELOPES 31.98 01-900-000-51950 2 LABELS 17700 CORRECTION TAPE 01-900-000-51950 8.99 17700 YELLOW CARTRIDGE 01-900-000-51950 207.99 17700 01-900-000-54999 15.00 CTA RENEWAL/NAULT USBANK US BANK

386.43 TOTAL

> TOTAL COMMUNITY & ECONOMIC DEVLPMT 386.43

60,305.38 TOTAL GENERAL FUND

CAPITAL FUND COMPUTER

AMPLITEL AMPLITEL TECHNOLOGIES, LLC

CAMERA REPLACEMENT

10-125-000-59040

10,000.00

TOTAL

TOTAL COMPUTER

10,000.00 10,000.00

CITY HALL

COVID19 USBANK

US BANK

ROOM/AIR PURIFIERS-CLEANERS 10-160-401-59999

20,590.00

TOTAL CITY HALL

TOTAL COVID19

20,590.00

20,590.00

PATROL

PATROL

02005 BAY ELECTRONICS, INC. BELCO VEHICLE SOLUTIONS, LLC BELCO

SQUAD CAR CHANGE OVER SQUAD 60 CHANGEOVER

10-215-000-59035 10-215-000-59035 1,066.00 9,405.13

TOTAL PATROL

TOTAL PATROL

10,471.13 10,471.13

CURB/GUTTER/SIDEWALK

EXPENSE

ELITE CUSTOM PATIO & HARDSCAPE RETAIN WALL 5TH & LOUISIANA 10-440-000-59102 ELITE

8,275.00

TOTAL EXPENSE

8,275.00

TOTAL CURB/GUTTER/SIDEWALK

8,275.00

PARKS AND PLAYGROUNDS

PARKS AND PLAYGROUNDS

CUSTOM CUSTOM SERVICE INFORMATION LLC 4 STAINLESS STEEL GRILL GRATES 10-510-000-59015

2,600.00

TOTAL PARKS AND PLAYGROUNDS

2,600.00

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INVOICES DUE ON/BEFORE 12/15/2020

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		•			
VENDOR		ITEM DESCRIPTION	ACCOUNT #	AMOUNT DUE	
APITAL FUND					
PARKS AND PL					
PARKS A	ND PLAYGROUNDS				
		TOT	AL PARKS AND PLAYGROUND	S	2,600.00
PUBLIC FACIL	ITIES				
EXPENSE		ATTENDED DOTAGE DESCRIPTION	10 700 000 56050	25,626.02	
04696	DOOR COUNTY TREASURER	LIBRARY BOILER REPLACE PROJCT	10-700-000-30030	23,020.02	
		TOT	AL EXPENSE		25,626.02
		TOT	AL PUBLIC FACILITIES		25,626.02
		TOT	AL CAPITAL FUND		77,562.15
CABLE TV					
CABLE TV / G	ENERAL				
	V / GENERAL		50700	24.00	
22800	WALMART COMMUNITY	HDMI CABLE	21-000-000-52700	34.92	
		TOT	'AL CABLE TV / GENERAL		34.92
		TOT	'AL CABLE TV / GENERAL		34.92
		TOT	AL CABLE TV		34.92
man // Diampion					
TID #3 DISTRICT TID #3 DISTR	TCT				
\$1.685					
01761	ASSOCIATED TRUST COMPANY	PAY AGENT FEE/GO BOND 10.22.13	3 27-330-937-70002	475.00	
					477 00
		TO	FAL \$1.685 NOTES		475.00
		TOT	FAL TID #3 DISTRICT		475.00
		TO	PAL TID #3 DISTRICT		475.00
min #4 biembiem					
TID #4 DISTRICT TID #4 DISTR	RICT				
	DISTRICT				
03950	DAVIS KUELTHAU	09/20 GRANARY LEGAL MATTERS	28-340-000-55001	5,098.00	
03950		09/20 DEVELOPMNT LEGAL MATTERS		1,764.00	
BOARD	BOARD OF COMMISSIONERS	LEASE 180 ADMIN FEE	28-340-000-55001	500.00	
BOARD		LEASE 180 ANNL PYMNT	28-340-000-58999	200.00	
CEDARCO		FESTIVAL WTRFRNT PROJ	28-340-000-58999	19,638.11	
PETERS	PETERS CONCRETE CO	PROJ 2004 PAY #2	28-340-000-59082	71,416.25	
		TO'	TAL TID #4 DISTRICT		98,616.36
		TO	TAL TID #4 DISTRICT		98,616.36
		m.o.	ייי דר או הדפיים דריי		98,616.36
		1.0,	TAL TID #4 DISTRICT		20,010.30

TOTAL ALL FUNDS

236,993.81

December 15, 2020 Common Council	Page 7A
MANUAL CHECKS	
DELTA DENTAL	\$ 6,002.49
12/01/20	
Check # 87939	
12/20 Dental Insurance	
Various Departmental Accounts	
EFT GROUP INSURANCE 12/01/20 Check # 87939	\$144,685.66
12/20 Health Insurance	
Various Departmental Accounts	
TOTAL MANUAL CHECKS	\$ 150,688.15

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## CITY OF STURGEON BAY DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/15/2020

ITEM DESCRIPTION AMOUNT DUE ACCOUNT # VENDOR # NAME

SUMMARY OF FUNDS:

GENERAL FUND

CAPITAL FUND

CABLE TV TID #3 DISTRICT

TID #4 DISTRICT

TOTAL --- ALL FUNDS

60,305.38 210,443.53 77,562.15

34.92 475.00

98,616.36

236,7993.81 387,481.94